

CONTRACT for CONSULTANT SERVICES FOR

Professional Engineering Services Bob Jones Trail – Avila Beach – Trail Expansion – Octagon Barn 300020

THIS CONTRACT is entered into this ____ day of _____, 2015, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and the Wallace Group (hereinafter referred to as "Consultant").

For the following services: Professional Engineering Services for Bob Jones Trail – Avila Beach – Trail Expansion – Octagon Barn – Parking Area and Left Turn Lane located at 4400 Octagon Way in San Luis Obispo, California.

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RESPONSIBILITY AND SERVICES OF CONSULTANT

- 1.1 Commencing with a written Notice to Proceed, the Consultant will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

EXHIBIT "A" - SCOPE OF SERVICES

- 1.2 Coordination: In the performance of the Consultant's services under this Contract, the Consultant agrees that they will maintain such coordination with County Personnel as follows:

The County Project Coordinator shall act as primary contact as described in Article 2.1. Although the **Consultant** may coordinate with other County departments/personnel including Administration, Environmental Coordinator, Energy Coordinator, and others as needed, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.

- 1.3 Neither the County's review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's failure to perform any of the services required under this Contract.

ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY

- 2.1 The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.
- 2.2 The **County** shall furnish the Construction Boilerplate (Bidding Requirements, Contract Forms & General Conditions), the printing and distributing of the bidding documents, addenda, notices to the Contractor, and other documents to be distributed during the bidding phase.

- 2.3 The **County** shall identify the agencies having jurisdiction over the project, and furnish applicable construction standards.
- 2.4 The **County** shall furnish construction inspection and administration services as necessary to meet **County** requirements.
- 2.5 The **County** shall review documents prepared by the **Consultant** and render decisions in a timely manner to avoid unreasonable delay in the progress of the project.
- 2.6 The **County** shall pay fees of public agencies having jurisdiction over the Project.
- 2.7 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.
- 2.8 The **County** shall furnish a legal description, parcel map and easements for the site. The **County** shall furnish information regarding the property boundaries and corner stakes.
- 2.9 The **County** shall furnish information from testing for the soils and geological reports, environmental studies, and other testing and studies conducted by the **County**.
- 2.10 The **County** shall provide full information about the requirements for the Project including budget limitations, scheduling and other programmatic information.

ARTICLE 3 - APPROVED CONSTRUCTION BUDGET

- 3.1 Part of the work of this Contract is to develop an **Approved Construction Budget**. Currently, the **County's** estimated construction cost is \$ Not Used.
- 3.2 The work of this Contract is to design the facility within the **Approved Construction Budget** as established by the **County**. The **County's Approved Construction Budget** is \$ Not Used. During the Pre-Design phase of the project, the **Consultant**, in cooperation with the **County**, will analyze the Design Program and the **Approved Construction Budget**. The **County** may, after such analysis, elect to adjust the **Approved Construction Budget** at that time, and any change in the Approved Construction Budget shall be at no additional cost to the **County**.
- 3.3 The **Consultant** shall complete the Design and Construction Documents, including all plans, designs, drawings, specifications and other Contract Documents, such that the construction cost of the work designed by the **Consultant** will not exceed the **Approved Construction Budget** established by the **County**. During all project phases, the **Consultant** shall maintain cost controls to deliver the Project within budget.

The construction cost, for estimating purposes, shall be the total cost or estimated cost to the **County** of all construction, furnishings, fixtures, and elements of the Project designed or specified by the **Consultant**.

It is also understood that if during any phase of the design it becomes evident that the cost will exceed the **Approved Construction Budget**, the **Consultant** shall notify the **County**. All work shall cease and be held in abeyance until differences in funding, scope and/or criteria are resolved and until such changes as may be necessary are executed. Such changes shall be made only with the approval of the **County** and at no additional cost to the **County**.

It is agreed that in the event no acceptable bid is received within the **Approved Construction Budget** the **Consultant** shall, at the direction of the **County** and at no further cost to the **County**, revise the Contract Documents for re-bid without significantly reducing the program objectives and the service levels, so as to

result in receiving a bid within the Approved Construction Budget. The **County** shall cooperate with the **Consultant** to evaluate options and alternatives for reducing the construction costs. The revised documents shall be reviewed and approved by the **County** prior to re-bid. Once the **Consultant** has revised the Contract Documents for re-bidding and either; (a) a re-bid is received within the Approved Construction Budget, or, (b) if the **County** approves a higher bid, then the **Consultant** shall be deemed to have designed the Project within the **Approved Construction Budget**. Should the **County** request the **Consultant** revise the Contract Documents for these purposes, the **Consultant** shall have **Thirty (30)** days to complete the required revisions.

ARTICLE 4 - FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** a Fixed Fee equal to One Hundred Nine Thousand Seven Hundred and Fifty Nine Dollars (\$ 109,759.00) for all work contracted in this Contract as described in Exhibit "A", for all expenses, and billed monthly.

ARTICLE 5 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the authority to modify this Contract.

ARTICLE 6 - PAYMENT FOR EXTRA WORK OR CHANGES

- 6.1 Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Building Facilities Manager and the General Services Director. Claims for Payment for approved extra work must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the General Services Director.
- 6.2 Extra work or changes in the work shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified by the **Consultant's** Hourly Rate schedule. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services.

ARTICLE 7 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

- 7.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- 7.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

ARTICLE 8 - SCHEDULE OF WORK

- 8.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A", so as to proceed with and complete the work in compliance with Exhibit "A" - Schedule of Work. Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract.

ARTICLE 9 - CONSULTANT STAFF

- 9.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for design of the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project as required.
- 9.2 The **Consultant** shall designate **Jorge Aguilar and Craig Campbell**, whom, as long as their performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this Contract. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. A Project Manager and all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

ARTICLE 10 - CONFLICT OF INTEREST

- 10.1 The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 10.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

ARTICLE 11 - STATUS

- 11.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 11.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

ARTICLE 12 - REPRESENTATIONS BY CONSULTANT

The **Consultant** represents that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 13 - COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 14 - NONDISCRIMINATION

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

- 14.1 Nondiscrimination:** The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.
- 14.2 Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 14.3 Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.
- 14.4 Harassment Warranty and Liability:** All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

ARTICLE 15 - ENTIRE CONTRACT AND MODIFICATION

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

ARTICLE 16 - NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the **Consultant**, the

Consultant may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease without the **County's** prior written consent shall be considered null and void.

ARTICLE 17 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 18 - LAW; VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 19 - INDEMNIFICATION

19.1 County Held Harmless – General Liability:

Except for the proportionate negligence of County, Consultant undertakes and agrees to defend, hold harmless County, and any and all County's Boards, officers, employees, and successors in interest, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability of any nature whatsoever for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of, any property of either party hereto, or of third persons, in any manner to the extent arising by reasons of the performance of this Contract on the part of Consultant, or any of Consultant's Sub-consultants, employees, or anyone for whom Consultant has obligated itself under this Contract, whether or not contributed to by any act or omission of County or any of the County's Boards, officers or employees.

19.2 County Held Harmless – Professional Liability:

Consultant undertakes and agrees to indemnify and hold harmless County, and any and all of County's Boards, officers and employees, from and against all losses and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of any property of third persons, in any manner to the extent caused by the negligent performance of the professional services under this Contract on the part of the Consultant. Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.

ARTICLE 20 - INSURANCE

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the **Consultant's** work under this Contract and acceptance by the **County**. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "**County**" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

20.1 The **Consultant shall procure the following required insurance coverage, at its sole cost and expense, and maintain in full force and effect for the period covered by this Contract such insurance. All insurance**

coverage shall be placed with insurers which (1) have a Best's rating of no less than B+VIII and are admitted or authorized insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk manager has approved in writing.

20.2 General Requirements: The following requirements apply to all insurance to be provided by Consultant::

- A. A Certificate of Insurance shall be furnished to County prior to commencement of work. Upon request by the County, Consultant shall make available for County's review and copying any insurance policy to the County within ten (10) working days.
- B. County shall be given not less than thirty (30) days written notice of any cancellation of coverage.
- C. Approval of the insurance by **County** shall not relieve or decrease the extent to which the **Consultant** may be held responsible for payment of damages resulting from **Consultant's** services or operations pursuant to this Contract.
- D. The parties expressly agree that the indemnification and insurance clauses in the Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to Consultant by the indemnification and insurance clauses.

20.3 Commercial General Liability Insurance ("CGL"): **Consultant** shall maintain in full force and effect, for the period covered by the Contract, Commercial General Liability Insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of \$1,000,000; and includes the following coverage:

- A. Personal Injury and Bodily Injury, including death resulting there from.
- B. Property Damage.
- C. Automobile coverage which shall include owned, non-owned and other hired vehicles.
- D. The following endorsements must be provided in the CGL policy:
 - 1. If the insurance policy covers an accident basis, it must be changed to "occurrence".
 - 2. The policy must cover personal injury as well as bodily injury.
 - 3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability or interest endorsement.
 - 4. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Contract shall be constructed to require Consultant's insurance to indemnify County in contravention of Insurance Code 11580.04.

20.4 Professional Liability Insurance: **Consultant** shall maintain in full force and effect, for the period covered by this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000) per claim or occurrence to cover all services rendered by **Consultant** pursuant to this Contract.

- 20.5 Worker's Commercial Insurance:** In accordance with the provisions of Labor Code Section 3700, if **Consultant** has any employees, **Consultant** is required to be insured against liability for Worker's Compensation or to undertake self-insurance. **Consultant** agrees to comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 21 - TERMINATION FOR CAUSE

- 21.1** If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

ARTICLE 22 - TERMINATION FOR CONVENIENCE

County or Consultant shall have the right to terminate this Contract, without cause, by giving not less than seven (7) days written notice of termination.

If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, Agency may terminate this Contract immediately upon written notice.

General Services Agency Director is empowered to terminate this Contract on behalf of County.

In the event of termination, Consultant shall deliver to County copies of all reports, documents, and other work prepared by Consultant under this Contract, if any, and upon receipt thereof, County shall pay Consultant for services performed and supplies, materials, and equipment provided by Consultant to the date of termination.

ARTICLE 23 - SUSPENSION OF SERVICES

County may, without cause, order **Consultant** to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as **County** may determine in its sole discretion. **County** shall deliver to **Consultant**, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and **Consultant** shall be compensated for such delay to the extent provided under this Contract.

Notwithstanding anything to the contrary contained in the Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which **Consultant** is responsible.

ARTICLE 24 - OWNERSHIP OF DATA

- 24.1** The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.

24.2 The **Consultant** shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract. At the completion of each design phase, as outlined in Exhibit "A", the **Consultant** shall submit all **Sub-Consultants'** calculations and/or reports relative to the civil, architectural, structural, mechanical/plumbing, electrical, energy calculations, irrigation and any other designated categories of the project, and deliver them to the **County** as part of this Contract.

24.3 The **Consultant** shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and MS Word/Excel. The **Consultant** shall deliver to the **County** CD's or DVD's containing all project files in editable format. Drawing files shall be in unprotected ".dwg" format and all other documents and specifications shall be delivered to the **County** on disc in unprotected MS Word/Excel format. PDF's are not acceptable as editable documents.

In order to precisely document CADD and other documentation/information given to the **County**, both the **Consultant** and the **County** shall each sign a "hard" copy of reproducible documents that depict the information distributed at the time of delivery. The **County** agrees to release the **Consultant** from any liability, damages, and/or claims that arise limited to the editing by others of specific portions of the work that occur subsequent to the consensually signed deliverable documentation/information.

24.4 In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract and in the editable formats described in Section 22.3 above.

Thereafter, if the **County** should determine to complete the original project or substantially the same project, the **County**, for such purposes, shall have the right of utilization of any original programmatic documents; tracings, drawings, calculation, specifications, estimates and other documents prepared under this Contract by the **Consultant**. The **County** agrees to credit the **Consultant** with limited authorship, if requested by the **Consultant**.

ARTICLE 25 - LIQUIDATED DAMAGES

If the work is not completed by the **Consultant** in the time specified for the above items for each Phase or within any period of extension authorized in writing by the **County** Project Coordinator, it is understood that the **County** will suffer damages and the **Consultant** will pay the **County** as fixed and liquidated damages, (not as penalty), the sum of Zero Dollars (\$ 0.00) for each calendar day of the delay until the Work is completed. The **Consultant** is liable for the amount thereof, and the **County** may deduct said sums from any money due or that may become due to the **Consultant**. Damages shall not be imposed due to delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the **Consultant**, provided that the **Consultant** shall, within five (5) days from the beginning of any such delay, notify the **County** in writing of the cause of the delay. The **County** shall ascertain the facts and the extent of the delay and extend the time for completing the work when in its judgment the findings of fact justify such an extension. The **County's** finding of fact thereon shall be final and conclusive.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors,
County of San Luis Obispo, State of California

Date _____

ATTEST:

County Clerk and Ex-officio Clerk of the Board of Supervisors, county of San Luis Obispo, State of California

Date _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Sharon G. Metzger
Deputy County Counsel

Date: 1/19/14

CONTRACTOR:

By: George J. [Signature]
Wallace Group

Date: 1/20/15

UNDERSTANDING OF AND APPROACH TO PHASE 2 OF THE OCTAGON BARN PROJECT

Efforts to restore the historic Octagon Barn and Milk Barn adjacent to South Higuera Street have been underway for many years, and much has been accomplished. Building restoration has been accomplished, and a 2 dimensional preliminary concept plan has been prepared to develop the site as a Bob Jones Trail staging area, providing parking and amenities for the bicyclists and pedestrians utilizing the pathway which will ultimately connect San Luis Obispo to Avila Beach.

Wallace Group is under contract with the County to deliver conceptual layout (Phase 1) of the project improvements for the site and the addition of the left turn lane on Higuera Street, this initial scope is complete and includes:

- Base topographic survey and right of way delineation
- Preliminary design and update of the entrance and South Higuera left turn channelization
- Preliminary design and update of the project site improvements
- Utility coordination

This proposal is to prepare construction documents pursuant to the existing preliminary concept plans for the project site and South Higuera Street improvements.

The left turn channelization improvements and the on site improvements access different funding sources and there is a need to separately allocate costs. We will facilitate this by separately accounting our own services, and by structuring the project bid documents so that the construction costs can also be allocated. For efficiency and overall cost savings much of the work will be performed as a single effort, and the construction plans formatted to be issued as a single contract and single set of plans.

The first task will be to refine the initial concept site plans to include consideration of grading and drainage analysis. We will review the conceptual site plan developed in Phase 1 to address new code changes. These include the 2013 California codes and the Regional Water Quality Control Board (RWQCB) Post Construction Stormwater Quality Standards. We will also review the planned improvements with the County Public Works Department to verify the design elements and geometry. We will provide a brief technical memorandum to document the criteria and recommendations for any needed modification along with a Schematic Drawing.

The left turn lane will include considerations for future Bob Jones Trail crossings. The Octagon Barn Center will serve as a trailhead for the Bob Jones Trail. A specific design of the Higuera Street crossing is not envisioned to be included in the improvements or scope of work at this time; however, our team will be considering the planning for the future crossing in our design by recommending areas for grading and flattening of adjacent slopes to allow a future landing area(s) as part of this effort we will consult with County Public Works on these details.

Following County approval of the refined Schematic Drawing, we will prepare construction plans, and technical specifications for public contract bidding. We will provide the construction documents at 50%, 90%, and 100% (final bid set), and at each submittal we will include an Engineer's Opinion of Probable Construction Cost.

From our work on the preliminary plans, there is an existing culvert that will need to be extended as part of the project. We have assumed that the culvert will be extended only with standard culvert and headwalls on the ends. No hydraulic analysis will be conducted for culvert capacity calculations as part of the scope of work.

As stated in the Mitigated Negative Declaration (MND), the widening of the roadway may impact existing riparian and sensitive aquatic wetland habitats. The Wallace Group team will work with the County and their consultants toward identification of these impacts, and applying appropriate mitigation measures as detailed in the environmental document.

We know that the success of this project will include how well stakeholder concerns have been addressed and communicated. Our scope includes three (3) meetings with the County to discuss the project, providing project updates and communicating with stakeholders. We anticipate the meetings will be organized by the County, and we will facilitate by leading the technical presentation, and preparing agendas and meeting notes.

Exhibit A

We intend on developing a quality project on time, our technical quality review will include review by professional engineers other than the project designer. We also have included in our scope of services, separate allocations of time during the bidding process and during the construction process to respond to inquiries, review submittals, and to assist the County Construction Manager in review of quantities and pay estimates. Due to the indeterminate nature of the needs for bidding phase and design support during construction (DSDC) those efforts are to be provided on a time and materials basis up to the budgeted amounts in those tasks. Additional support will of course be provided as requested and budget authorized by the County.

TASK 1: PROJECT MANAGEMENT, MEETINGS AND QUALITY CONTROL

Task 1 provides project management and coordination throughout the project.

Task 1.1 Project Management and Meetings

This task includes project management and coordination of the project to ensure the timely delivery of each task. The project team will conduct internal coordination meetings at each stage of the design process. This coordination effort will confirm team members are current in project goals and criteria, as well as apprised of any project adjustments. Project setup, coordination, budget/schedule monitoring and invoicing are also included in this task.

To include the input and keep stakeholders apprised as to status, we anticipate several stakeholder status update meetings. Our proposal has assumed three (3) progress meetings with County staff and/or stakeholders at critical times during the project development.

1.2 Quality Control

At each design submittal as detailed in the following tasks, submittal documents will undergo a Quality Control review. This process is a critical component of a successful project and ensures that the project team maintains the standards of excellence Wallace Group strives for.

1.3 Biological Permit Support

We will coordinate with the Project Biologist to provide support during the permit application process. This will include delineating areas of disturbance, and identifying on the construction plans the sensitive areas according to shapefiles provided by the biologist. Separate design exhibits in addition to the construction plans are not anticipated or included in this scope, but can be provided at additional cost is needed.

Based on data to be provided by the County (via the Project Biologist), the following items that will be referenced in the construction plans:

- Tree removal and retention plan (COA 7)
- CDFW Permit
- RWQCB Permit
- Black Walnut Tree Plan

1.4 Condition of Approval (COA) Support

We will address on the plans and in the design the applicable project Conditions of Approval (COA's). Many of these will be implemented as notes on the plans indicating various requirements. These notes will be included as indicated in the COA memorandum previously provided by Wallace Group in Phase 1 of this project.

Task 1 Deliverables:

- Attend 3 Project meetings (to be attended by Project Manager and Project Engineer)
- Prepare and distribute meeting agendas and notes

TASK 2 UTILITY COORDINATION

Wallace Group will continue to coordinate with the affected utilities throughout the Draft and Final design tasks. “A” letters requesting information about utility company facilities have already been sent during Phase 1, and the above ground facilities have been located by survey.

We will identify known utility relocations and prepare notices formatted for the County to forward to the utilities for relocations in the right of way. For onsite relocations we will notify the utility of the needed relocation and assist the County in determining if the work should be done by the utility or included in the construction contract. The Contract documents will include provisions for coordinating with the utility companies for work that they will be performing. It is anticipated that utilities will be relocated by the appropriate utility company (with payment terms to be determined as applicable to each and paid for by others).

Task 2 Deliverables:

- Letters regarding each utility and needed relocations

TASK 3 SCHEMATIC DRAWINGS

Task 3.1 Preliminary Design Technical Memo

The project team will prepare a preliminary design technical memo for discussion purposes. The memo will identify the design constraints and goals, Higuera Street design geometry, right of way and easement considerations, drainage standards and intent, utilities, and provisions for compatibility with future work by others. The memo will include a preliminary bid item list to identify cost allocations and cost estimate.

Task 3.2 Update Schematic Plans

Wallace Group will update the Conceptual Plans for the onsite plans and for the left turn channelization prepared in Phase 1 of this project to address Codes that have changed since the preparation of the Conceptual Plans provided by the County. These plans will include revisions to consider the coordination comments with County Public Works department reviewers and concurrent analysis of drainage and water quality considerations for sizing of the basin and other ancillary features. With County concurrence, a revised site plan will be prepared to address found constraints. We anticipate and our scope includes minor site changes only.

Based on information and sketches prepared by the Biologist and design engineers, Wallace Group Landscape Architects will prepare a conceptual planting plan of the mitigation areas. This plan will use the existing topographic survey and the civil engineer’s grading plan as the base for the conceptual planting plan. The plan will have a list of anticipated mitigation plants proposed for site and general locations of the plants. It will also include notes regarding the proposed irrigation system/method. The plant list will be developed primarily by the Biologist with coordination from the Landscape Architect.

Review of the following items/constraints will be included in this task:

- Revisions required by new 2013 California Codes
- Conceptual Grading (1 foot contour interval)
- Modifications required by new RWQCB Post Construction Standards
- Changes required by SLO County Stormwater Quality Plan requirements
- Project setback lines
- Site Field review to verify existing conditions
- Additional topographic mapping (for the basin excavation within the riparian area) and conform requirements on Higuera Street
- Two (2) review submittals each consisting of four (4) sets of the Conceptual Planting Plans (black and white), prepared in AutoCAD and printed on 24” x 36” sheets.
- Four (4) sets of the Final Color Conceptual Planting Plan prepared in AutoCAD printed on 24”x36” sheets, and provided as electronic pdfs.
- Waste disposal (holding tank for toilets)

Exhibit A

- Coordination for work efforts by other consultants

Wallace Group will meet with County Public Works Department to verify the design concepts for the Higuera street improvements. Items to be considered include, overall lane configuration, and transition lengths, lane widths, cross section and structural section and the treatment of the existing concrete pavement.

County or Land Conservancy (L) to provide:

- Geotechnical report
- (L) -Water service requirements for: building, fire sprinklers, fire hydrants, irrigation
- Sewer system requirements
- Mapping of biological constraint areas

Task 3 Deliverables:

- Preliminary Design Technical Memo
- Updated Schematic Plans (24"x36" sheet, PDF)

TASK 4 SUPPORTING DESIGN REPORTS

Wallace Group will prepare the reports described below for design purposes and to comply with the requirements for a grading permit to be issued by the County of San Luis Obispo.

Task 4.1 Preliminary and Final Drainage Report

This task includes the preparation of a drainage report for the project. The drainage report will be prepared to meet the County of San Luis Obispo standards for improvements. The drainage report will include the sizing of an on-site basin for storm water runoff. The drainage report will review the drainage concepts, applicable regulations, potential impacts and mitigations. The report will include the following:

1. Project Description.
2. Applicable regulations.
3. Define and describe the project watersheds, runoff and contributing flood flows.
4. Describe and size the proposed drainage improvements (i.e. basin and pervious areas).
5. Describe the Low Impact Development requirements and strategies to be incorporated.

Wallace Group will prepare a preliminary Drainage Report for the County's review. Once we receive comments on the preliminary report, we will incorporate the comments as appropriate and finalize the report. The drainage report does not include the determination of Flood Water Surface Evaluation or the processing of Flood Insurance Rate Map Changes.

Task 4.2 Storm Water Control Plan

Although a Storm Water Control Plan was not included in the Request for Proposal, this report is required by the County of San Luis Obispo to be included in the submittal package for the grading permit and therefore we have included the report in our scope of work.

The Octagon Barn is located within the boundaries of the San Luis Obispo County Phase II MS4 Permit and will need to comply with the Post Construction Requirements described in the Permit. These requirements will be addressed in the Storm Water Control Plan and incorporated into the Construction Plans. Our scope is based on the assumption that the required infiltration can be achieved in the site open space areas without major site plan modifications. This will be verified upon review of the County provided geotechnical report.

We assume the Land Conservancy will maintain the Post Construction Site features and therefore preparation of an Operations and Maintenance agreement is not included in our scope or fees.

Exhibit A

Task 4.3 Storm Water Pollution Prevention Plan (SWPPP)

Wallace Group will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project, the area will include the onsite and Higuera Street improvements. The Construction bid documents will include within the Contractor's responsibilities the preparation of SWPPP Construction phase services and requirements to adhere to the SWPPP.

Our proposed scope includes the preparation of the Permit Registration Documents (PRDs) including the Notice of Intent (NOI) and uploading the documents to the Stormwater Multiple Application & Report Tracking System (SMARTS). We will also assist the Legally Responsible Person or Approved Signatory with the certification of the PRDs via SMARTS.

The SWPPP will utilize the most current template and Best Management Practice (BMPs) for Erosion and Sediment Control published by Caltrans. The Erosion and Sediment Control Plans (prepared in Task 5) and the Drainage Report (prepared in Task 4.2) will be utilized in the SWPPP as the basis for the SWPPP Site Map, Stormwater Run-on and Run-off Calculations, and Risk Level Assessment. In addition to the locations of all the erosion and sediment control measures, the SWPPP Site Map also includes the vicinity map, site layout, construction site boundaries, drainage areas, discharge locations, sampling locations, areas of soil disturbance, locations of sensitive habitats, watercourses, and post-construction BMPs, and locations of storage areas for waste, vehicles, service, loading/unloading of materials, construction entrances and exits, fueling, and water storage.

We anticipate that the SWPPP will be a Risk Level 2 and have prepared our fees accordingly. If upon further analysis, it is determined that the SWPPP is a Risk Level 3, our fees will increase.

County or Land Conservancy (L) to Provide:

- (L) - Designated Legally Responsible Person (LRP) - An LRP must be the landowner or lessee, a responsible corporate officer, partner/proprietor, or principal executive officer or ranking elected official.
- (L) - Legally Responsible Person to set up an account on SMARTS (<https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>) Please note that a Federal Tax ID# is required to complete the account set up on SMARTS.
- (L) - Legally Responsible Person must link Wallace Group as Data Submitters.
- (L) - Legally Responsible Person to review and certify all Permit Registration Documents, Annual Report, SWPPP Amendments, Changes of Ownership Information, and Notice of Termination
- Payment of permit fees
- Construction Schedule (start and end dates by phase of construction)
- Access to the project site
- Responsible party (Property Owner and Contractor if available) information including addresses, telephone numbers and email
- Related permit documents (CDFG, ACOE, etc.), if applicable
- Geotechnical Report with Percolation/Soil Infiltration Test Results

Our scope does not include SWPPP construction phase services, however if authorized as an added scope, we can provide the following services:

Training of Agency and Contractor Personnel

Oversight of construction operations

Qualified SWPPP Practitioner (QSP) Services

- a. SWPPP Inspections and monitoring
- b. Preparation and filing of SWPPP Notice of Termination
- c. Rain Event Action Plans
- d. Preparation of monitoring report
- e. Reporting of Violations
- f. Changes of Information and SWPPP Amendments
- g. Review/Preparation of Annual Reports
- h. Notice of Termination

Exhibit A

Task 4 Deliverables:

- Preliminary and Final Drainage Report (storm drain and basin sizing) - PDF
- Storm Water Control Plan (separate or combined with drainage report) - PDF
- Stormwater Pollution Prevention Plan (SWPPP) - PDF

TASK 5 50% PLANS, SPECIFICATIONS AND ESTIMATE PREPARATION (PS&E)

Based on feedback and direction provided by the County on the Schematic Site Plan in the previous task, we will commence with the preparation of Plans, Specifications and an Engineer's Opinion of Probable Construction Cost (PS&E). *Section 13. Wastewater* of the Mitigated Negative Declaration indicates that the project is required to use vault toilets due to the high groundwater levels, and poor infiltration of the soils in the project area. Percolation tests are being performed by the County's geotechnical consultant to verify this. Our construction drawings will include either a septic holding tank (for pumping and offsite disposal), or a septic and leach field should the test indicate suitable potential. Our work will include submittals at the 50%, 90%, and 100% completion levels.

5.1 50% Improvement Plans

The project team will develop a full set of site improvement plans. It is anticipated that the plans set will include the following sheets:

Anticipated Sheets:

- Title & Location Map (1)
- General Notes (1)
- Topographic Map and Survey Control (1)
- Horizontal Control/Layout (1)
- Erosion and Sediment Control Notes, plans and details (4)
- Onsite Sheets
 - Grading and Drainage (3)
 - Surfacing (Paving) Plan (1)
 - Construction Details (2)
 - Composite Utility Plan (1)
 - Retaining Wall Plans (3)
 - Mitigation Planting Plan, Details and Notes (5)
- Higuera Street Sheets
 - Typical Cross-sections (1)
 - Layout (2)
 - Construction Details (1)
 - Signing and Pavement Delineation Plan (2)
 - Retaining Wall Plans (3)

The Higuera Street Improvements plans will include grading, signing, striping, culvert extension, surface drainage, notes, removals, and details. These plans will be advanced to a 50% design stage and will serve to identify specific project needs and recommend solutions to meet those needs.

Wallace Group anticipates that two retaining walls along South Higuera Street and one retaining wall on near the trailhead will be necessary. Structural plans for these walls will be included in the 50% submittal.

The Utility Plans will consist of domestic water lines from the on-site water well to the building, fire water lines from the fire pump to the building and to a fire hydrant assuming that the fire pump has been designed to accommodate a hydrant. Our scope does not include sizing of water pumps or fire pumps. Wallace Group does have staff to provide these design services, if the County desires.

Exhibit A

5.2 50% Specifications

We will prepare technical specifications for public bidding of the work shown on the construction plans included in this scope. We assume that the construction contract general and special provisions (front end documents) will be prepared by the County and provided to Wallace Group so that we can prepare the specifications in a compatible manner.

We will prepare the technical specifications in the format typically used by County Public Works (essentially the Caltrans format). We will prepare a bid sheet for inclusion in the front end documents.

5.3 50% Engineer's Opinion of Probable Cost

Preliminary quantity calculations will be generated based on the project design. Relevant unit bid information will be acquired from the County and other agencies "As-Bid" records. Based on this information a draft Engineer's Opinion of Probable Construction Costs will be generated.

Task 5 Deliverables:

- Draft Design Plans (3 hard copies, PDF)
- Draft Technical Specifications (3 Copies, PDF)
- Draft Engineer's Opinion of Probable Construction Costs (3 Copies, PDF)

TASK 6: 90% PLANS, SPECIFICATIONS & ESTIMATE (PERMIT SUBMITTAL SET)

We anticipate meeting with the County to receive written direction and comments on the submittals delivered in the previous task (meeting time is in Task 1.1). We will formalize our understanding in meeting notes for the County to approve. Upon that concurrence we will begin the preparation of the permit submittal package.

We anticipate that the construction plans will be processed through the County Building and Public Works Departments for permit issuance. We do not anticipate submitting the technical specifications or the bid sheets for permit review.

We will coordinate, attend, and provide notes on the 50% submittal review meeting with County staff and stakeholders. The permit submittal design will proceed based upon the comments and direction received. It is anticipated that comments will be relatively minor and adjustments to the approved site configuration will not be required. Project design and plans will be finalized and further developed with relevant details, notes and pay item callouts. Upon completion, the plan sheets will be signed and sealed prior to delivery to the County for permit submittal.

Our scope includes two plan check submittals to County Building prior to permit issuance, and we assume that they will refer the plans to County Public Works for review and comment. For each submittal, we will provide the County with 3 full size sets of plans, 2 for plan check, and one for General Services. The submittals will also include the drainage reports. It is anticipated that comments will be relatively minor and that significant adjustments to the site configuration will not be required.

We will provide a listing of other supporting documents that are required for a full permit submittal, such as the geotechnical report and biological studies. When these are provided by County General Services, we will package the complete permit submittal. For each submittal, we will attend a submittal and a plan review meeting with County Building. We assume that the County will sign the permit applications and pay any fees if they are required.

At the conclusion of the plan check process, we will conform the technical specifications, bid sheet, and cost estimate to the final plan set.

Task 6 Deliverables:

- Plan Check 1 Plans (3 Full size Copies, and PDF)
- Plan Check 2 Plans (3 Full size Copies, and PDF)
- Conformed Technical Specifications (3 Copies, and PDF)
- Conformed Engineer's Opinion of Probable Construction Costs (3 Copies, and PDF)

TASK 7: 100% PLANS, SPECIFICATIONS & ESTIMATE (CONTRACT BID SET)

We will address any final comments by the County Building and Public Works Departments and resubmit for permit issuance. Based on the permitted plans, we will conform the technical specifications, bid sheet, and cost estimate to complete the Construction Bid documents.

We will provide the County Building Department with 3 full size print sets for permitting. After the plans are stamped, we will retain one copy and scan them for reprinting and inclusion in the Construction Contract (The building Department retains two copies).

Task 7 Deliverables:

- Final Plans (3 Full Size Copies, and PDF)
- Final Technical Specifications (3 Copies, and PDF)
- Final Engineer's Opinion of Probable Construction Costs (3 Copies, and PDF)

TASK 8: BIDDING ASSISTANCE

During the advertising phase of the project the design staff will be available to answer bidding related questions and attend a bidder's pre-proposal meeting, if requested.

For budgeting purposes we have allotted 16 hours for this task. If additional support requests are received they are to be authorized by the County as extra work (as/if needed).

TASK 9: DESIGN ENGINEER'S SUPPORT DURING CONSTRUCTION

The Wallace Group project team will provide design engineers support during construction when requested by the County. While we anticipate the County to provide services such as inspections and construction management, the project team will be available to attend preconstruction and construction meetings, review Contractor material submittals, respond to Contractor Requests for Information (RFI), and assist the County Construction Manager in review of quantities and pay estimates.

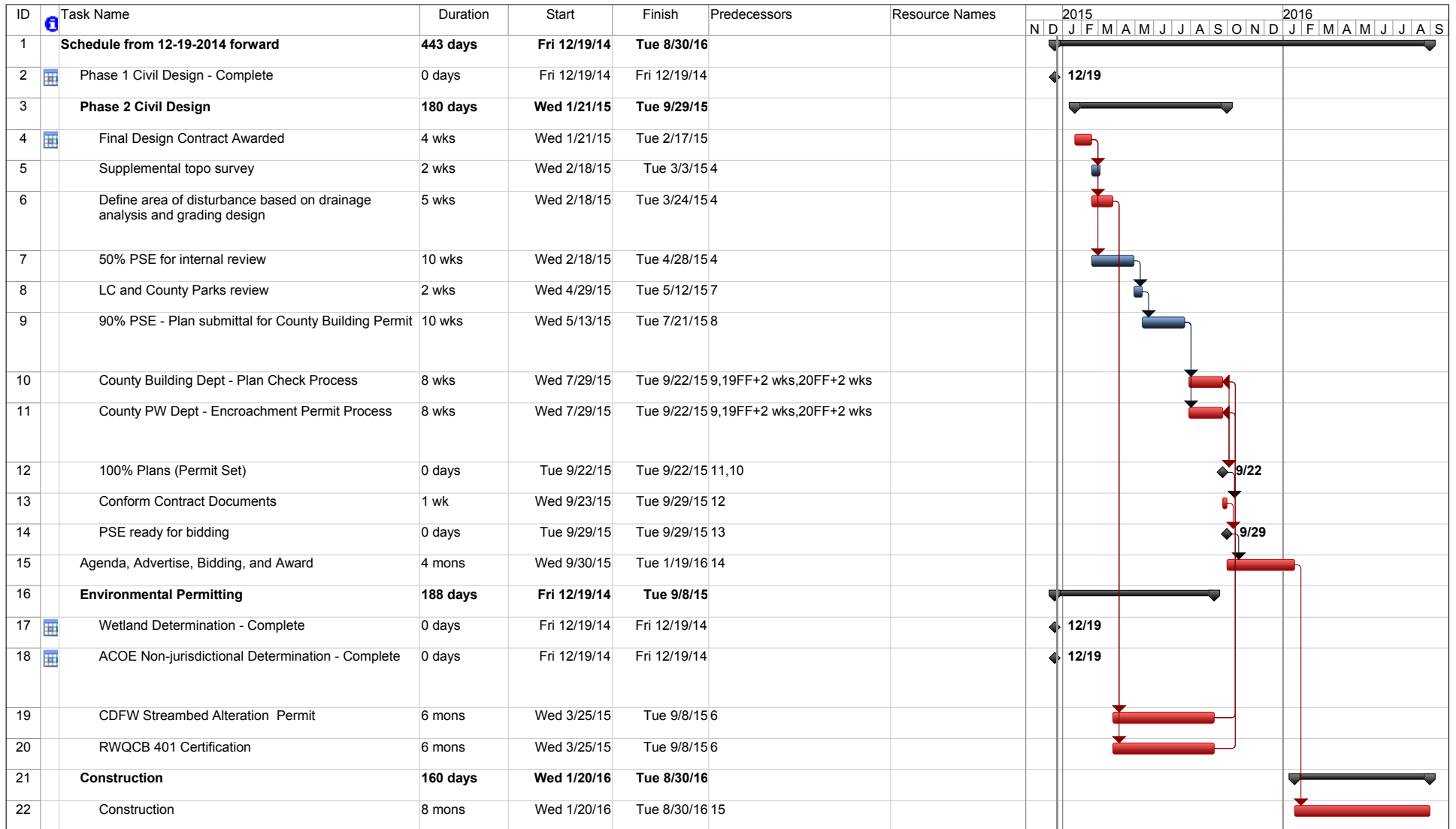
Due to the indeterminate nature of the coordination/support requests, we have included a total of 24 hours for this task. If additional support requests are received they are to be authorized by the County as extra work (as/if needed).

ADDITIONAL SERVICES

Wallace Group has reviewed the County's Request for Proposal and Mitigated Negative Declaration. We recognize that there could be additional services that the County may want to consider adding to the scope of services for this project. Wallace Group has staff or subconsultants that can prepare the following items, if so desired by the County.

- Landscaping and Irrigation Plan (Mitigation measure VS-2)
- Site amenities and/or Architectural Plan
- Dry utility coordination within the Parking Area (telephone, electrical, cable, gas)
- Utility service applications (none are anticipated for water and sewer)
- Water Tank and Piping from off-site well, equipping of existing well
- Exterior lighting (Mitigation measure VS-4)
- Fencing Plan (Mitigation measure AG-2)
- Construction Administration
- Construction Inspection
- SWPPP Construction Phase Services
- Traffic Control Plan
- Mitigation of naturally-occurring asbestos if located within the project

Exhibit A



Project: 2014-11-18 Octagon Barn
Date: Tue 12/23/14

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Critical

Critical Split

Progress

Deadline

Wallace Group Team Resource Estimate for the BOB JONES TRAIL EXTENSION - OCTAGON BARN PHASE 2																	Exhibit A					BUDGET SUMMARY				
TASK	TASK DESCRIPTION	PRINCIPAL	PRINCIPAL ENGINEER	DIRECTOR	SENIOR ENGINEER	DESIGN ENGINEER	ENGINEERING ASSISTANT	SENIOR CAD DESIGNER	SENIOR PLANNER	SENIOR LANDSCAPE ARCHITECT	ONE MAN SURVEY CREW	TWO MAN SURVEY CREW	SENIOR LAND SURVEYOR	SENIOR REAL PROPERTY AGENT	CLERICAL	STRUCTURAL ENGINEER (RETAINING WALL DESIGN)	Misc. Direct Costs	TOTAL LABOR HOURS		TOTAL						
		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	Cost	HRS	LABOR \$	COST \$					
		RATE	\$184	\$174	\$161	\$156	\$143	\$78	\$148	\$156	\$150	\$190	\$220	\$156	\$151	\$73										
1.1	Project Management and Meetings		32														\$60	32	\$5,568	\$5,628						
1.2	Quality Control		24	10														34	\$5,786	\$5,786						
1.3	Biological Permit Support		12															12	\$2,088	\$2,088						
1.4	Condition of Approval Support		16															16	\$2,784	\$2,784						
2	Utility Coordination					16											\$300	16	\$2,288	\$2,588						
3.1	Preliminary Design Technical Memo		4		12	4											\$42	20	\$3,140	\$3,182						
3.2	Update Schematic Plans				24	4		16		22								66	\$9,984	\$9,984						
3.2a	Additional Topo							8				8	4				\$30	20	\$3,568	\$3,598						
4	Supporting Design Reports																									
4.1	Preliminary and Final Drainage Report		4		40												\$30	44	\$6,936	\$6,966						
4.2	Storm Water Control Plan		4		32													36	\$5,688	\$5,688						
4.3	Storm Water Pollution Prevention Plan (SWPPP)		4		32												\$170	36	\$5,688	\$5,858						
5.1	50% Improvement Plans - Site		18		32		48									8		106	\$12,868	\$12,868						
5.2	50% Technical Specifications - Site		1	20	4													25	\$4,018	\$4,018						
5.3	50% Quantity Calculations and Engineer's Opinion of Probable Construction Cost - Site		1		10		8											19	\$2,358	\$2,358						
5.1	50% Roadway Design Plans-LTLN		6			24	32									16	\$225	78	\$8,972	\$9,197						
5.2	50% Specifications-LTLN		2			24												26	\$3,780	\$3,780						
5.3	50% Quantity Calculations and Engineer's Opinion of Probable Construction Cost-LTLN		2			10	8											20	\$2,402	\$2,402						
6	90% PS&E (Permit Submittal and Plan Check) - Site		5	4	16		24											49	\$818	\$818						
6	90% PS&E (Permit Submittal and Plan Check) - LTLN		2			8	16										\$225	26	\$2,740	\$2,965						
7	100% PS&E (Contract Bid Set) - Site		2	4	8		8											22	\$2,864	\$2,864						
7	100% PS&E (Contract Bid Set) - LTLN		2			8	8										\$225	18	\$2,116	\$2,341						
8	Bidding Assistance - Site		4		4													8	\$1,320	\$1,320						
8	Bidding Assistance - LTLN		4			4												8	\$1,268	\$1,268						
9	Design Engineer's Support During Construction - Site		4		12												\$30	16	\$2,568	\$2,598						
9	Design Engineer's Support During Construction - LTLN		4			4											\$30	8	\$1,268	\$1,298						
	SUB-TOTALS		157	38	226	106	152	24		22		8	4			24	\$1,367	761								
	WALLACE GROUP LABOR COSTS		\$27,318	\$6,118	\$35,256	\$15,158	\$11,856	\$3,552		\$3,300		\$1,760	\$624							\$104,942						
	WALLACE GROUP DIRECT COSTS																			\$1,367						
	SUBCONSULTANTS TOTAL COSTS															\$3,000				\$3,000						
	SUBCONSULTANT OVERHEAD @																		15%	\$450.00						
	TOTAL																			\$109,759						

Task Budgets may fluctuate within Overall Budget